

**REQUEST FOR PROPOSALS**

**RFP NO. 512-8438**

**TWO-YEAR CONTRACT FOR PROFESSIONAL POLYGRAPH SERVICES**

**ISSUED FOR THE ADMINISTRATIVE SERVICES DEPARTMENT,  
PERSONNEL DIVISION**

**Issued by the Administrative Services Department - Purchasing Division**

**City of Fort Lauderdale, Florida**

**Procurement Specialist II, Linda Wilson, C.P.M., CPPB**

**January 2001**

**RFP Polygraph01**

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## **PART I - INTRODUCTION/INFORMATION**

### **SPECIAL CONDITIONS:**

**1. PURPOSE:** The City of Fort Lauderdale is actively seeking proposals from qualified proposers to provide professional polygraphy services, on as "as needed" basis, for its Personnel Division requirements, in accordance with the Request for Proposal (RFP) specifications. These services will not be used for pre-employment screening of Police Department personnel.

**2. INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this RFP, contact the Procurement Specialist, Linda Wilson at (954) 761-5933. For information concerning the technical specifications or scope of services, contact Employment Manager, Arlette Steinberger, at (954) 761-5318. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

**02.1. Last Date For Receipt of Material Questions:**

**The last date for receipt of all questions of a material nature is Monday, January 22, 2001, 5:00PM.** It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576 or e-mail to: lindaw@cityfort.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized him/herself with the nature and extent of the work, and the equipment, materials, and labor required.

**03. CONTRACT TERM:** The initial term for this contract shall be for a **period of two (2) years from date of award**. However, the City reserves the right to extend the contract for additional one (1) year terms providing all terms, conditions and specifications remain the same, and such extension is approved by City.

The anticipated start date of the Contract is: 3/5/01

**04. ELIGIBILITY:** To be eligible to respond to this RFP, the proposer must demonstrate that they, or the principals assigned to the project have provided services equivalent to those specified in the Scope of Services section of this RFP to at least one City, government agency, or client of similar size and complexity to the City of Fort Lauderdale. Proposers must provide documentation to support their qualifications in accordance with those contained in the RFP.

**04.1. Qualifications:**

Proposals for contract polygraphers will be considered from individuals/firms meeting the following minimum qualifications:

- a. Proposer:** A proposer employing qualified staff with an office in Broward County, with a minimum of two (2) years experience conducting such polygraphs.

Credentials to support the expertise of both proposer, and staff who will be assigned to the City's contract, shall be submitted with the RFP response.

**b. Examiner Qualifications:**

1. Graduated from an accredited polygraph school.  
(Submit credentials with RFP response)
2. Bonded and member in good standing with the Florida Polygraph Association.
3. Have at least two (2) years experience as a polygraph examiner/investigator in law enforcement/criminal investigation and/or pre-employment screening.
4. Able to schedule and complete polygraph exams within five (5) working days of request.
5. Willing and able to complete an exam, provide verbal report the day of the polygraph and a written report within two (2) working days to the City of Fort Lauderdale Personnel Division.
6. Willing to conduct retests of the same candidate at the request of the City.

**05. PRICE ADJUSTMENTS:** The cost(s) shall remain firm for the initial two (2) year term of the contract. Costs for any extension term(s) (after the first full contract year) shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, **whichever is less.** The yearly increase, or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City upon giving thirty (30) days written notice to the Contractor can cancel the contract.

**06. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**07. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. **Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.** If a proposer is considered for award, he/she may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract. See General Conditions Section 1.08 for MBE and WBE definitions.

**07.1 Certification by Broward County, Florida:**

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity.** Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**08. INSURANCE:** The Contractor(s) shall provide, pay for, and maintain in force at all times during the term of the Contract insurance coverage as follows:

**(a) Workers Compensation** as required by Florida Statutes for the benefit of Contractor employees. Notwithstanding FS 440.055 any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance.

**Exceptions:** Workers Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 & 440.055.

**(b) Commercial General Liability** with minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability, premises/operations, products & completed operations, independent contractors, contractual, broad form property damage and personal injury. Coverage must be submitted on a form no more restrictive than the latest edition of Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and **must** be on an occurrence basis. **Contractor shall provide to the City's Purchasing Division original certificates of such coverage with the City named as an "additional insured".**

**(c) Auto Liability** evidencing coverage on any **automotive** general, owned, non-owned, or hired autos with a minimum limit of three hundred thousand (\$300,000) dollars/per occurrence for bodily injury, property damage or personal injury.

**(d) Errors & Omission:**

The Contractor must provide "Errors & Omission" insurance in the minimum amount of \$500,000.

**The Contractor(s) shall provide to the Purchasing Division original certificates of all insurance policy coverages, in accordance with the RFP, and receive notification of approval of those certificates by the City's Risk Manager, prior to engaging in any activities under this contract.** Contractor(s) insurance shall have no less than thirty (30) days advance written notice to the City of cancellation or material change in coverage.

## **PART II - RFP SCHEDULE**

Release of the RFP	1/12/01
<b>Last Date for Receipt of Questions of a Material Nature</b>	<b>1/22/01</b>
Addendum Release (If required)	1/25/01
<b>PROPOSAL DUE (Prior to 2:00 PM)</b>	<b>2/13/01, 2:00 PM</b>
Evaluation Committee Review and Short Listing of Proposals (if <b>necessary</b> )	2/16/01
<b>Anticipated Contract Beginning Date:</b>	<b>3/5/01</b>

## **PART III - SCOPE OF SERVICES**

**01. GENERAL INFORMATION:** The City anticipates conducting **up to fifty (50) polygraphs per year**. The polygraphs will be used for pre-employment screening for uniformed Fire Operations personnel, trades inspectors, security personnel, personnel who handle money or other relevant job groups. This will not be used for pre-employment screening of Police Department personnel. The services of this contract will be to handle the screenings that cannot be done by the City of Fort Lauderdale Police Department polygraphers when they cannot be done in a timely manner.

**01.1. Technical Requirements:** The successful contractor shall furnish all labor, materials, and equipment necessary to perform the services as contained in the RFP.

1. Anticipated number of polygraphs per year - 50 to 75
2. Examination questions - the City of Fort Lauderdale has a standard set of pre-employment questions, which will be provided. Examiner is to compare pre-polygraph interview questions with confidential questionnaires and identify discrepancies. Examiner to identify possible deception and query candidates in these areas. Examiner is to conduct retests (specific issue polygraph test) at the request of the City.
3. Average time length per exam - approximately two to two hours one-half hours.
4. Reporting of results - verbal reports must be provided the day of the polygraph. Written reports must be submitted within two (2) working days.
5. Equipment - the examiner must provide his/her own equipment.
6. Office space - the examiner must provide his/her own office space.
7. Equipment must be current and guaranteed to operate in accordance with acceptable American Polygraph Association standards.
8. Method of service should be in accordance with acceptable American Polygraph Association practices.

**02. NO EXCLUSIVE CONTRACT-ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**03. PRICING:** Proposer shall provide a firm, fixed, total cost to the City to perform the services, in accordance with the RFP specifications.

Payments will be made after completion and acceptance of the work performed by the Personnel Division. All invoices must include:

1. Itemized description of work performed.
2. Contract billing price.

## PART IV - REQUIREMENTS OF THE PROPOSAL/INSTRUCTIONS TO PROPOSERS

### Proposal Requirements:

Your proposal should contain, as a minimum, the following information:

1. Name and address of firm, including the address of the facility at which the services shall be performed (if other than the firm's business address).
2. History of firm, indicating date firm was started and any name changes since that time. All proposers shall describe other contracts under which service similar in scope, or size to services required by this contract were performed or undertaken within the last five years. In addition, proposer shall provide references, including name, address and phone number of a contact person for each service identified and described above.
3. Indicate the exact scope and nature of services your firm renders in the polygraph field and the years of experience in pre-employment polygraph screening.
4. List names and qualifications of the staff to be assigned to this contract.
5. History of defending of polygraph examination results in legal situations (criminal and/or civil). Include official recognition (i.e. court system) of expertise in polygraph examination.
6. Format for written report.
7. Type of equipment to be used for examinations and methods used to maintain accuracy.
8. Costs for requested scope of work.

### Instructions to Proposers:

All proposals must be submitted as specified on the Proposal Summary Pages that follow. Any attachments must be clearly identified. **To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.** If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

- All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.



- **All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.**
- A representative who is authorized to contractually bind the Contractor shall sign the proposal.
- PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS FOUR (4) COPIES OF THE PROPOSAL PAGES, INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS FIVE (5) COPIES OF YOUR PROPOSAL

**PROPOSAL SUMMARY PAGES ARE AS FOLLOWS:**

Proposal Signature Page

Part I Proposal Pages - Financial Proposal

Part II Proposal Pages - Technical Proposal

Part III Questionnaire

Attachments to your Proposal

## **PART V - CONSIDERATION FOR EVALUATION/AWARD PROCEDURES**

The Evaluation Committee will review all responsive and responsible proposals received. An evaluation committee of qualified City Staff will conduct evaluation of proposals, or other persons selected by the City.

The committee will score and rank all responsive proposals and determine a short list for final consideration. The committee may conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals.

The first ranked proposer resulting from the evaluation process will be recommended for Contract award.

<b><u>EVALUATION CRITERIA</u></b>	<b><u>ASSIGNED POINTS</u></b>
1. Proven experience, skills and technical Competence in providing the services as contained In the RFP (Includes all professional credentials and Documentation to support your ability to perform the Services contained in the RFP). Value: 0 to 25 points	25
2. A) Approach, philosophy and methodology proposed. (Description of your process and procedures, in accordance with the RFP.) Value: 0 to 25 points	25
b) Understanding of the scope of services, and completeness of proposal submitted. Value: 0 to 5	5
3. Technical competence and credentials of proposer and staff who will be assigned to this contract. (Includes resumes, licenses, certifications, etc.) Value: 0 to 15	15
4. Past performance, includes client references for these services. Include current and past clients. Value: 0 to 15	15
5. Ability to meet the City's timeline requirements to perform the services requested in the RFP. Value: 0 to 5	5
7.Total Firm, Fixed Cost(s) to the City for the services (Based on estimated annual service requests. Lowest Total Cost receives maximum points) Value: 0 to 10	10

**Total Points Available are 100 points.**

Award will be based on all the information submitted, as required by the RFP, and a review of the references.

Finalists may be asked to appear before the Evaluation Committee, if desired by the City. Such oral presentation, if required, shall be for clarification purposes only.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City.

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the RFP process.

## **PROPOSAL SIGNATURE PAGE**

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed)

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Title: \_\_\_\_\_

Company Name:

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(Legal Registered)

Address:

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City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:

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**If you claim M/WBE or DBE qualification, please indicate: MBE: \_\_\_\_\_ WBE: \_\_\_\_\_  
DBE: \_\_\_\_\_**

**Please include appropriate Certification for above qualification. Included: YES: \_\_\_\_\_  
NO: \_\_\_\_\_**

**Please indicate the address at which the services will be performed, if different from the above address:**

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**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.      Date Issued

**VARIANCES**: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

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**PURCHASING CARD**: The City of Fort Lauderdale has implemented a purchasing card program through SunTrust, using the VISA Network. Vendors will receive payment from the card in the same manner as other VISA purchases. Please indicate your ability to accept VISA in the space provided below:

\_\_\_\_\_ Will accept

\_\_\_\_\_ Will not accept

## **TECHNICAL PROPOSAL/QUESTIONNAIRE**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

1. Proven experience, skills and technical competence in providing the services as contained in the RFP (Includes all professional credentials and documentation to support your ability to perform the services contained in the RFP).
  
2.
  - a) Approach, philosophy and methodology proposed. (Description of your process and procedures, in accordance with the RFP.)
  
  - b) Understanding of the scope of services, and completeness of proposal submitted.

3. Technical competence and credentials of proposer and staff who will be assigned to this contract. (Includes resumes, licenses, certifications, etc.)  
**Indicate the names of all principals, and employees, including job titles, who will be assigned to this contract. Also include, as an attachment to this response, resumes reflecting all qualifications, experience, licenses, or special education certificates to support their professional ability. Include official recognition (i.e. court system) of expertise.** (If additional space is needed, please attach as an appendix to your RFP response.)

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Have you included copies of all required license, credentials, resumes, and certificates for your firm and personnel who will be assigned to this contract?

**Copies of all documents are included:**

**YES:** \_\_\_\_\_

4. Past performance, includes client references for these services. Include current and past clients and length of service term. Please provide a list of client references to include other government agencies. Include agency name, contact person, address, telephone number for each and the length of time providing these services. A minimum of three is requested.

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5. Ability to meet the City's timeline requirements to perform the services requested in the RFP. Indicate your turnaround time and how it relates to the City's requirements.

II. Type of equipment proposed for examination and methods to maintain accuracy.

III. How long has your company been providing these services?

\_\_\_\_\_/years

IV. Have you included the required copies of the RFP: One ORIGINAL and FOUR Copies?

YES:\_\_\_\_\_ NO:\_\_\_\_\_



## FINANCIAL PROPOSAL

**PRICING:** Please indicate in the space provided, your firm, fixed total cost to the City for the services requested:

<u>COST</u>	<u>UNIT COST.</u>	<u>X 50 = EST. ANNUAL</u>
1. Cost per completed polygraph test:	\$_____/EA	\$_____
2. Cost per uncompleted polygraph test:		\$_____/EA.
3. Cost for updated or retest (specific issue) polygraph test, if applicable:		\$_____/EA.
4. Special Investigations Exams, if applicable:		\$_____/EA.
5. Court testimony/expert witness testimony, if applicable:		\$_____/HR.

Indicate below and provide a brief description of any additional costs, or optional special services that are available, and the individual firm, fixed costs to the City, if applicable:

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Additional Comments:\_\_\_\_\_

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**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB. If you claim a Minority or Women Business status, you are requested to submit a copy of a Broward County Certification as a part of your ITB/RFP response. If you do not currently have a Broward County M/WBE certification and you are recommended for an Award as a result of this ITB/RFP, you will be requested to obtain such certification on award.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is

not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability,

quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof..

#### **PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

